

ECHN

Eastern Connecticut Health Network, Inc.

71 Haynes Street
Manchester, CT 06040

Fax: (860) 647-6860

RECEIVED

MAR 31 AM 10:36

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

Department of Strategic & Operational Planning

FACSIMILE

To: Steven Lazarus, OHCA From: Annie McNeill

Fax: 418-7053

Date: 3-31-05

Phone: 418-7012

Phone: 533-3427

Re: Letter of Intent

Pages: 13 total

CC:

☐ Urgent☐ For Review☐ Please Comment☐ Please Reply☐ Per Request

Comments:

Steven -

Attached is our Letter of Intent for Tolland Imaging -
The hard copy with full quotes will follow in
the mail.

Thanks!

Annie

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION MAY INCLUDE IMPORTANT AND CONFIDENTIAL INFORMATION THAT MAY NOT BE LAWFULLY DISCLOSED BY YOU WITHOUT PROPER AUTHORIZATION. IN THE EVENT THAT THIS TRANSMISSION IS FAULTY, PLEASE IMMEDIATELY CALL AT THE NUMBER LISTED ABOVE. IF THE INFORMATION HAS BEEN SENT TO THE WRONG NUMBER, PLEASE TELEPHONE ECHN AND DESTROY THE FAX.



RECEIVED

2005 MAR 31 AM 10:36

State of Connecticut
Office of Health Care Access
Letter of Intent/ Waiver Form (2030)

All applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-160-64a of OHCA's Regulations. Applicants should submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	Rockville General Hospital	
DBA (Doing Business As)		
Name of Parent Corporation	Eastern Connecticut Health Network, Inc.	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	71 Haynes Street Manchester, CT 06040	
Applicant type (e.g., profit/ non-profit)	Non-profit	
Contact person, including title or position	Dennis McConville Vice President, Strategic Planning	
Contact person's street mailing address	Eastern Connecticut Health Network, Inc. 71 Haynes Street Manchester, CT 06040	
Contact person's phone #, fax # and e-mail address	860-533-3429 (phone) 860-647-6860 (fax) dmccconvill@mmhosp.chime.org	

SECTION II. GENERAL APPLICATION INFORMATION

Proposal/Project Title: Medical Imaging Services in Tolland Connecticut

Type of Proposal, please check all that apply:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S. | | |
| <input type="checkbox"/> New (F, S, Fnc) | <input type="checkbox"/> Replacement | <input checked="" type="checkbox"/> Additional (F, S, Fnc) |
| <input type="checkbox"/> Expansion (F, S, Fnc) | <input type="checkbox"/> Relocation | <input type="checkbox"/> Service Termination |
| <input type="checkbox"/> Bed Addition | <input type="checkbox"/> Bed Reduction | <input type="checkbox"/> Change in Ownership or Control |

- ☒ Capital Expenditure pursuant to Section 19a-639, C.G.S.
- ☒ Project cost greater than \$ 1,000,000
- ☒ Equipment Acquisition greater than \$ 400,000
- ☐ New ☐ Replacement ☐ Major Medical
- ☒ Imaging ☐ Linear Accelerator
- ☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

Location of proposal (Town including street address): 146 Merrow Road, Tolland, CT 06084

List all the municipalities this project is intended to serve: Ellington, Tolland, Willington, Coventry, Vernon

Estimated starting date for the project: June 2006

Type of Entity: (Please check E for Existing and P for Proposed in all boxes that apply)

E	P	E	P	E	P
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Acute Care Hospital Imaging Center Cancer Center

Behavioral Health Provider Ambulatory Surgery Center Primary Care Clinic

Other (specify): (E) _____ (P) _____

Type of project: 22 (Fill in the appropriate number(s) from page 4 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

Estimated Total Capital Expenditure: \$ 3,394,821

Please provide the following breakdown as appropriate:

Renovations	\$
New Construction	\$ 400,000 fit up of leased space
Fixed Equipment	\$
Movable Equipment	\$
Fair Market Value of Leased Space	\$ 1,250,000 over 10 years (125,000 per year)
Fair Market Value of Leased Equipment	\$
Other	\$

Note: The aggregate of all categories should equal the estimated total capital expenditure.

"Other" includes any category not listed above, (e.g., land acquisition, service agreement, fees, etc.)

Major Medical equipment acquisition:

Unit Type	Model	Name	Number of Units	Cost
MR	Magnetom C!	Siemens	1	\$750,305
Mammography	Mammomat Novation DR	Siemens	1	\$516,588
Radiography	Axiom Multix MT	Siemens	1	\$353,928
Ultrasound	Antares	Siemens	1	\$124,000

Type of financing or funding source (more than one can be checked):

- | | | |
|---|---|--|
| <input type="checkbox"/> Applicant's Equity | <input checked="" type="checkbox"/> Lease Financing | <input type="checkbox"/> Conventional Loan |
| <input type="checkbox"/> Charitable Contributions | <input type="checkbox"/> CHEFA | <input type="checkbox"/> Grant Funding |
| <input type="checkbox"/> Other (specify): _____ | | |

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following:

1. What are the anticipated payer sources?
2. Identify any unmet need and how this project will fulfill that need.
3. What is the effect of this project on the health care delivery system in the State of Connecticut?
4. Are there any similar existing providers in the proposed geographic area?
5. Why should this project be approved?
6. Who will be responsible for providing the service?
7. Who is the target population?

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER INFORMATION

I may be eligible for a waiver from the Certificate of Need process because of the following: (Please check all that apply)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | This request is for Replacement Equipment |
| <input type="checkbox"/> | The original equipment was authorized by the Commission/OHCA in Docket Number: _____ |
| <input type="checkbox"/> | The cost of the equipment is not to exceed \$2,000,000 |
| <input type="checkbox"/> | The cost of the replacement equipment does not exceed the original cost increased by 10% per year. |

Please complete the attached affidavit.

For Office Use Only:

Action taken:

- | | |
|---|--|
| <input type="checkbox"/> Waiver Approved | <input type="checkbox"/> Waiver Denied |
| <input type="checkbox"/> Appropriate Forms Sent | List of the forms sent: _____ |

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Critical Care Unit
3. Hospice
4. Maternity
5. Med/ Surg.
6. Pediatrics
7. Rehabilitation Services
8. Transplants - Bone Marrow
9. Transplants - Organ
10. Trauma Centers
19. Other Inpatient

Outpatient

20. Ambulatory Surgery Center
21. Birthing Centers
22. Imaging Services
23. Lithotripsy
24. Mobile Services
25. Oncology Services
26. Outpatient Rehabilitation Services
27. Paramedics Services
28. Primary Care Clinics
29. Urgent Care Units
39. Other Outpatient

Behavioral Health

40. Detox - Inpatient
41. Detox - Outpatient
42. Psych. Only - Inpatient
43. Psych Only - Outpatient
44. Psych Only - Partial Hospital Program
45. Substance Abuse Only - Inpatient
46. Substance Abuse Only - Outpatient
47. Psych. and Substance Abuse - Inpatient
48. Psych. and Substance Abuse - Outpatient
49. Psych. and Substance Abuse - Partial Hospital Program
59. Other Behavioral Health

Non-Clinical

60. Facility Development
61. Non-Medical Equipment
62. Organizational Structure
63. Renovations
71. Other Non-Clinical

Project Description:

The applicant proposes to develop a new imaging center in the town of Tolland, Connecticut. The imaging center would be within the same medical office building that is anticipated to house up to five members of the ECHN medical staff, in the disciplines of Family Practice/ Internal Medicine, Obstetrics, and Orthopedics. The physician practices would provide the initial referral base, along with two other members of ECHN's medical staff currently practicing in Tolland.

The payer sources for the proposed imaging center in Tolland are expected to be consistent with those for ECHN as a whole, and since the center will provide widely accepted imaging modalities, no significant changes to payer mix are anticipated. Similarly, the target population is expected to be the residents of contiguous towns seeking medical imaging services on an outpatient basis.

The proposed project fills the current void in geographically convenient imaging centers in this region. Currently, residents travel to nearby towns to access hospital-based imaging centers (Stafford, Vernon, Manchester and Mansfield). There is expected to be little impact on the hospital-based services, given the rapid growth in demand for imaging services in the region and the proximity to ECHN community-based physicians.

Imaging services will be provided by Rockville General Hospital, and the site is expected to be operational in June 2006. The proposed imaging center would expand access for Connecticut residents in the Tolland area by providing comprehensive imaging services locally in a convenient, patient-friendly ambulatory setting.

SIEMENS**Quote****Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-B6U	MAGNETOM C!	1	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

RELEVANT Items for System Quote #6WA-B6U

Qty	Part #	Description	Extended Net Price
		<u>MAGNETOM C!</u>	
1	08856663	MAGNETOM C! - System	

The MAGNETOM C! sets new standards for image quality, productivity and patient comfort at 0.35 Tesla.

The patient friendly design and time-saving operating system of the MAGNETOM C! provide an economical choice for Health Care Management. In addition to a comprehensive range of routine imaging techniques, the system enables many advanced, high-field applications driven by the powerful, water-cooled gradient system, expanding use for a wider range of patients.

The compact, C-shaped magnet design encourages high patient acceptance and enables complete installation in only 325 square feet.

The MAGNETOM C! has a CE identification according to the Medical Product Law (Medizinproduktegesetz-MPG) and according to the Medical Device Directive.

The MAGNETOM C! basic unit includes:

- Closed loop water cooling system for the actively shielded gradient coils

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS**Quote****Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Siemens Medical Solutions

Health Services Corporation

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

Contract Total:**\$750,305****FINANCING:**

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

SIEMENS**Quote****Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Siemens Medical Solutions

Health Services Corporation

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-CMI	MAMMOMAT Novation DR	1	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		<u>MAMMOMAT Novation DR</u>	
1	04497801	MAMMOMAT Novation DR	

The aSe detector is a direct digital full-field detector which directly converts the incident radiation into electrical signals, thus ensuring high image quality with regard to the signal-to-noise ratio and contrast resolution.

The optimized compression plate allows easy and central positioning of the breast on the detector. The entire breast and a large part of the axillary muscle are displayed.

The control panel can be integrated on the radiation shield or attached to a wall or a table. It shows all relevant exposure parameters and messages.

Swivel arm system consisting of X-ray tube unit, compression device and detector.

65 cm SID for high geometric resolution and best possible patient access during positioning.

Motorized, isocentric rotation (+135° to -180°) with preselectable angles. The detector remains at a constant height while the swivel arm rotates between projections.

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS**Quote****Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Siemens Medical Solutions

Health Services Corporation

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

Contract Total:**\$516,588****FINANCING:**

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

SIEMENS**Quote****Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Siemens Medical Solutions

Health Services Corporation

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-BO3 Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-BPM	AXIOM MULTIX M	1	10% Down, 80% Delivery, 10% Installation

FOB: Shipping Point**RELEVANT Items for System Quote #6WA-BPM**

<u>Qty</u>	<u>Part #</u>	<u>Description</u>	<u>Extended Net Price</u>
		<u>AXIOM MULTIX M</u>	
1	04499302	AXIOM Multix MT	

AXIOM MULTIX MT is a universal digital radiographic workplace with detector tray for digital acquisitions with a flat panel detector.

It is especially suited for all exposures of skeletal radiography of the recumbent and seated patient:

- Orthopedic diagnostics
- Trauma, General and ER diagnostics
- Thorax diagnostics
- Bedside exposures

Patients up to 75 inches/190 cm in height can be radiographed from head to toe without repositioning.

The system as a universal radiographic workplace is mostly used in offices or X-ray departments of hospitals with a high patient throughput and standardized



Quote

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions Health Services Corporation	Siemens Medical Solutions Ultrasound Division
--	--

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST
MANCHESTER, CT 06040

PROPOSAL REFERENCE
Proposal: 6WA-BO3 Date: 3/30/2005

Contract Total: \$353,928

FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

SIEMENS

medical

March 30, 2005

MANCHESTER MEMORIAL HOSPITAL
TOLLAND SITE
MANCHESTER, CT

On behalf of Siemens Ultrasound Division, I am pleased to present the following proposal for your consideration:

Sonoline Antares Ultrasound Systems			
<u>Description</u>	<u>Quote Reference</u>	<u>List Price</u>	<u>Net Price</u>
Sonoline Antares ® Ultrasound System	See attachment	\$282,500	\$124,000
Total Package			
**			
**This promotional package pricing expires May 27, 2005			

The terms offered are 0% -80%-20%. This is a budgetary quote and expires May 27, 2005.

71 Haynes Street
Manchester, CT 06040



RECEIVED

Phone (860) 533-3400

2005 MAR 32 PM 12: 54

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

March 31, 2005

Ms. Cristine Vogel
Commissioner
Office of Health Care Access
410 Capitol Avenue, MS# 13HCA
P.O. Box 340308
Hartford, CT 06134-0308

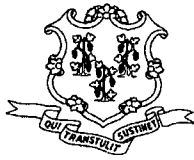
Dear Commissioner Vogel:

Attached please find the original Letter of Intent for Eastern Connecticut Health Network's proposed Medical Imaging Services in Tolland, Connecticut. A fax copy was submitted to your office this morning, along with relevant pages from the equipment quotes. The full equipment quotes have been included in this package.

If you need further information, please don't hesitate to call. Thank you for your attention to this matter.

Sincerely,

Annie McNeill
Director, Strategic Planning



State of Connecticut

Office of Health Care Access

Letter of Intent/ Waiver Form (2030)

All applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-160-64a of OHCA's Regulations. Applicants should submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	Rockville General Hospital	
DBA (Doing Business As)		
Name of Parent Corporation	Eastern Connecticut Health Network, Inc.	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	71 Haynes Street Manchester, CT 06040	
Applicant type (e.g., profit/ non-profit)	Non-profit	
Contact person, including title or position	Dennis McConville Vice President, Strategic Planning	
Contact person's street mailing address	Eastern Connecticut Health Network, Inc. 71 Haynes Street Manchester, CT 06040	
Contact person's phone #, fax # and e-mail address	860-533-3429 (phone) 860-647-6860 (fax) dmccconvill@mmhosp.chime.org	

SECTION II. GENERAL APPLICATION INFORMATION

Proposal/Project Title: Medical Imaging Services in Tolland Connecticut

Type of Proposal, please check all that apply:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S. | | |
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| <input type="checkbox"/> Bed Addition | <input type="checkbox"/> Bed Reduction | <input type="checkbox"/> Change in Ownership or Control |

- ☒ Capital Expenditure pursuant to Section 19a-639, C.G.S.
☒ Project cost greater than \$ 1,000,000
☒ Equipment Acquisition greater than \$ 400,000
☐ New ☐ Replacement ☐ Major Medical
☒ Imaging ☐ Linear Accelerator
☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

Location of proposal (Town including street address): 146 Merrow Road, Tolland, CT 06084

List all the municipalities this project is intended to serve: Ellington, Tolland, Willington, Coventry, Vernon

Estimated starting date for the project: June 2006

Type of Entity: (Please check E for Existing and P for Proposed in all boxes that apply)

E P	E P	E P
<input type="checkbox"/> Acute Care Hospital	<input type="checkbox"/> <input checked="" type="checkbox"/> Imaging Center	<input type="checkbox"/> Cancer Center
<input type="checkbox"/> Behavioral Health Provider	<input type="checkbox"/> Ambulatory Surgery Center	<input type="checkbox"/> Primary Care Clinic
<input type="checkbox"/> Other (specify): (E) _____ (P) _____		

Type of project: 22 (Fill in the appropriate number(s) from page 4 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

Estimated Total Capital Expenditure: \$ 3,394,821

Please provide the following breakdown as appropriate:

Renovations	\$
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Fixed Equipment	\$
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- | | | |
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5. Why should this project be approved?
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If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER INFORMATION

I may be eligible for a waiver from the Certificate of Need process because of the following: (Please check all that apply)

- ☐ This request is for Replacement Equipment
- ☐ The original equipment was authorized by the Commission/OHCA in Docket Number: _____
- ☐ The cost of the equipment is not to exceed \$2,000,000
- ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit.

For Office Use Only:

Action taken:

- | | |
|---|--|
| <input type="checkbox"/> Waiver Approved | <input type="checkbox"/> Waiver Denied |
| <input type="checkbox"/> Appropriate Forms Sent | List of the forms sent: _____ |

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Critical Care Unit
3. Hospice
4. Maternity
5. Med/ Surg.
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Non-Clinical

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61. Non-Medical Equipment
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71. Other Non-Clinical

Project Description:

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SIEMENS

Tolland MR

Quote

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

RECEIVED

2005 MAR 31 PM 12:54

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST
MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

Siemens' REPRESENTATIVE

Michael Yohe

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.

200 Wheeler Rd, 3rd Floor

Burlington, MA 01803

Phone: (781) 203-6000

Fax: (781) 203-6025

INQUIRIES REGARDING THIS
PROPOSAL SHOULD REFER TO
SYSTEM QUOTE # AND BE
DIRECTED TO THE LOCAL SALES
OFFICE

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

BY: _____ (signature)

NAME: Michael Yohe

NAME: _____

TITLE: Siemens' REPRESENTATIVE

TITLE: _____

DATE: 3/30/2005

DATE: _____

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

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PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-B6U	MAGNETOM C!	1	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

RELEVANT Items for System Quote #6WA-B6U

Qty	Part #	Description	Extended Net Price
<u>MAGNETOM C!</u>			
1	08856663	MAGNETOM C! - System	

The MAGNETOM C! sets new standards for image quality, productivity and patient comfort at 0.35 Tesla.

The patient friendly design and time-saving operating system of the MAGNETOM C! provide an economical choice for Health Care Management. In addition to a comprehensive range of routine imaging techniques, the system enables many advanced, high-field applications driven by the powerful, water-cooled gradient system, expanding use for a wider range of patients.

The compact, C-shaped magnet design encourages high patient acceptance and enables complete installation in only 325 square feet.

The MAGNETOM C! has a CE identification according to the Medical Product Law (Medizinproduktegesetz-MPG) and according to the Medical Device Directive.

The MAGNETOM C! basic unit includes:

- Closed loop water cooling system for the actively shielded gradient coils

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		<ul style="list-style-type: none"> - Gradient amplifier - Maximum gradient field strength of 24 mT/m - 55 T/m/s Slew Rate - Compact modular design with excellent linearity and pulse reproducibility. - Digital RF Transmit and Receive System for computer controlled signal processing. - RF amplifier: extremely compact for high peak power and with high frequency stability. - Control electronics: microprocessor subsystems for high flexibility. The basic system is prepared for synchronization of data acquisition with physiological signals, such as ECG or pulse with optional PMU Electronics - Squeeze-bulb for patient assistance - Patient positioning set - Laser Positioning System: on magnet structure for precise, efficient positioning - Multi-functional displays at the top and bottom of the magnet showing important system settings: occupied coil connectors, patient table position. - Main Operator Console (MRC): including host computer, LCD color display and separate high speed image processor - syngo operating software - Inline image filter software for noise suppression in the MR images - Image Quality Control Module: phantom set and software for automatic recording and evaluation of IQ data. 	

MAGNETOM C! System highlights:

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- **Modular system design** covers most routine applications with the Multi Channel Application Suite. Tailor-made configurations allow access to advanced applications and adjustment to your requirements and budget.
- **Siting:** Minimum space required is 325 sq ft, minimum roomheight is 8.2 ft. A dedicated computer room is not required in many cases, when climatic requirements are met.
- **Multi-Channel Array coil set** considerably accelerates patient positioning. The lower parts of the body/spine and head/neck array coils can remain on the table for most follow-up scans, thus significantly enhancing throughput and productivity.
- **Advanced 3D shimming:** Quickly optimizes homogeneity as soon as the patient is inside the magnet. This process also improves fat suppression with water excitation sequences

MAGNETOM C! Computer and intercom:

The PC based computer system uses Siemens' exclusive *syngo*, an intuitive user interface that is shared across the MAGNETOM product line.

- **State-of-the-Art Image Processor** with the latest generation double processor CPU:
- 2.82 ms image reconstruction time for online Fast Fourier Transformation (FFT) of a matrix 256²
- Clock-pulse rate > 3 GHz
- 1 GB RAM
- One 36 GB hard disk for the system software
- Four 18 GB hard disks for raw data storage

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- CD-R drive and a floppy disk drive.
- **State-of-the-art Host Computer** with the latest generation double processor CPU:
 - Clock-pulse rate > 3 GHz
 - 2 GB RAM
 - One 36 GB system hard disk
 - One 36 GB hard disk for the database
 - One 73 GB hard disk holds @ 110,000 images (256², uncompressed images)
 - CD-R drive for non-compressed image storage in DICOM format (ISO 9660 Level 1)
 - Electronic mouse

The combination of host computer and image processor offers a powerful imaging system designed to handle up to 512² matrix. The unrestricted multitasking capability improves time-saving through parallel scanning and reconstruction.

- **High Resolution LCD Color Display**
 - 18" flat screen
 - 1280 x 1024 pixels
 - Integrated gamma correction for optimal display of radiographic grayscale and automatic backlight control for long term brightness stability
- **Ergonomic Patient Communication Unit** is placed on the operating console MRC:
 - Intercom communication with patient during the examination
 - Adjusts speaker volume in the control room
 - Assistance call button response

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- Connection for hi-fi stereo system (stereo system not included).

MAGNETOM C! Software:

- Single screen, graphic user interface optimizes clinical workflow through parallel processing, and "one-click examinations" and Inline processing. The syngo "Task Card" concept permits simultaneous handling of multiple patients and tasks
- **Measurement Card**
 - Acquires 3 scout planes in one sequence
 - Interactive "drag and stretch" placement of slices, presat slabs or 3D volumes in 3 planes for easy and precise positioning.
 - Single click complete programs into measurement queue
 - Scan Programs clinically organized in 3 step system. Prepared protocols may be customized, and stored in customer library, under user defined names
 - Protocol Assistant proposes immediate alternatives to parameter conflicts
- **Image View Card**
 - Image data from up to three patients.
- **3D Post-Processing Card**
 - Manual MPR (Multi-Planar Reconstruction)
 - MIP (Maximum Intensity Projection)
 - MinIP (Minimum Intensity Projection)
 - SSD images (Shaded Surface Display)
- **Film Card for efficient filming**
 - Handles filming of up to three patients

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- Accessible from the different user interfaces
- Drag and drop images from browser to film page
- Mother and Child (reference image in upper right or lower left)
- Wide selection of film layouts (regular and irregular)
- Pan & Zoom, windowing of images on film sheet.
- **Phoenix:** drag and drop protocols from DICOM images
- **"Online Help"** Context sensitive function offers immediate support to MR specific questions.
- **Filter:** Two methods to reduce noise in images: standard Inline or rapid post-processing software
- **Dynamic Analysis:** standard software permits advanced evaluations: addition/subtraction, division/multiplication, T1 and T2 calculations, and standard deviation.
- **Mean Curve:** analyzes dynamic examinations employing contrast media
- **Advanced workflow capabilities:**
 - Movie in GSP and Inline Movie
 - Auto Load to GSP
 - Auto Open Online Display
 - Scan button
 - Inline Processing (Subtraction, MIP, Std. Deviation)
 - 1D/2D PACE for free breathing and multi breathholding abdominal studies
 - Inline image filter software

MAGNETOM C! Digital Radio Frequency System:

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- The 14.6 MHz digital signal processing system offers complete digital control on filtering, quadrature demodulation, and RF amplitude stability regulators for high resolution and image quality.
- The transmitter incorporates a unique solid state amplifier with high linearity.
- The flat, whole-body transmit coil is integrated into the magnet system.
- The receiver operates over a very broad bandwidth of 1 MHz for excellent sampling speed and signal-to-noise ratio.
- The Multi-Channel, autotune receive coils (see optional coils, below) save time, and have an integrated preamplifier for lowest possible signal loss.
- The system can be equipped with an optional, integrated device to compensate for external magnetic field interferences, if site measurements have shown that high external field interferences are present.

1	08856689	Connection Cable, long #C	
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Cable harness (RF cables and gradient power supply) for connections between the cabinets in the electronics room or operator room and the examination room.

1	08856697	Assembly #C	
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Magnet with Hybrid - Shim-System

The wide magnet opening increases patient comfort and allows 2700 access to the patient.

- Vertical patient aperture 38.5 cm(15.2 in)
- 137 cm (54 inch) pole diameter – smallest in industry
- Operational weight: 16 tons (35,274lbs)

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		<ul style="list-style-type: none"> - 5 mT fringe field line: - 2.2 m in front of the magnet - 2.0 m behind the magnet - 2.9 m in vertical directions - less than 2.2 m in the other directions. - Homogeneity: +/- 4.0 ppm FWHM (Full width half maximum of the proton spectrum), 36 cm DSV - Passive factory shim and active shim via the gradient coils for linear terms. - Gradient coil: water-cooled in a closed loop and actively shielded. - RF transmit coil: the flat, whole body coil is integrated into the magnet in a space saving way. 	
1	08856705	Special coils kit #C	

CP Head/Neck Array Coil

For imaging of the brain and cervical spine. The CP receive coil maximizes signal-to-noise for high resolution and contrast.

The completely removable top streamlines patient positioning. The semi-transparent design helps to minimize claustrophobic effects. Two cervical "belts" are provided to accommodate different neck sizes and snap into the bottom element of the head coil. The lower head element and a cervical belt may be combined to image the lower brain and cervical spine. The lower part of the coil is integrated into the patient table.

The coil can be used as 4 channel array coil when choosing the option "Multi RF Channel Booster" providing considerably higher CNR and larger anatomical coverage longitudinally.

Body/Spine Array Coil, large

iPAT compatible receive array coil with excellent signal/noise ratio for high resolution imaging of the abdomen, pelvis, thighs, thoracic and lumbar spine of patients with a girth of

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up to 46".

The removable upper part of the array coil has internal dimensions of 435x305 mm and yields high S/N values. The lower part is used also for all other body array coils. The selected region can always be positioned at the isocenter of homogeneity, providing optimal preconditions for high resolution studies of the entire body.

The coil can be used as 4 channel array coil when choosing the option "Multi RF Channel Booster" providing considerably higher CNR and larger anatomical coverage longitudinally.

1	08856713	Patient table #C	
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The table is fixed to the magnet system and has ergonomically designed holding grips for moving the table top in longitudinal or transverse direction. Each body region can be moved into the isocenter of the magnet. Thus, optimal magnetic field homogeneity will always be utilized, even for shoulders. The patient table is designed for a weight of up to 200 kg (440 lbs) and has a positioning accuracy of +/- 0.5 mm. The table comes with a comprehensive set of patient positioning cushions.

1	08856721	Multi Channel Application Suite #C	
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C! Multi Channel Application Suite: Neuro

Comprehensive head and spine programs. The optimized clinical protocols are tailored to meet a wide array of clinical needs: high resolution protocols for small structures, such as the IACS, fast protocols for uncooperative patients, and high contrast T1, PD and T2 techniques.

- 3D FLASH / MP RAGE for high T1 contrast and isotropic resolution
- T2 dark fluid 3D TSE: dark CSF studies
- 3D Restore TSE: high resolution T2 protocols for inner ear examinations
- 2D and 3D MEDIC: axial T2 weighted C-spine imaging with minimized CSF pulsations and blood flow artifacts.

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- Diffusion Imaging with EPI for stroke studies.

C! Multi Channel Application Suite: Angio

The Angio Suite offers a wide array of techniques to visualize arteries or veins.

Non contrast-MRA and venography

- 2D /3D ToF MRA: protocols for Circle of Willis, carotids,
- Breath-hold protocols for abdominal vessels
- Triggered 2D/3D ToF sequences for non-contrast MRA of the abdomen and extremities
- 2D/3D Phase-Contrast Angiography
- MR venography with 2D/3D ToF or phase-contrast
- Tilted Optimized Non-saturation Excitation and MTC techniques for improved CNR

C! Multi Channel Application Suite: Cardiac

The Cardiac Suite covers the application range from morphology to ventricular functions and angiography. Cardiac workflow is streamlined by the Phoenix, Scan button and Copy Position features. Triggering requires the optional Patient Monitoring Unit.

Cardiac view creation

- Fast acquisition of basic cardiac views for further planning. Cardiac scouting, based on dark blood TurboFLASH, provides users with a step-by-step procedure for planning typical cardiac views, Short-axis, 2-Chamber and 4-Chamber views.

Morphology – Heart and Vessel structure and valve function

- Standard, bright blood FLASH cine techniques visualize heart valve function
- Breath-hold techniques for strong contrast between the blood and myocardium (dark blood Turbo SE and HASTE)

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Ventricular function and wall motion

Tools for rapid evaluation of left or right ventricular function:

- Acquisition of a stack of short-axis slices
- Automatic adjustment of the acquisition window to the current heart rate
- Use of Inline ECG for graphical ECG triggering setup
- Protocols for coverage of the whole heart

Tissue characterization

- Protocols for high contrast and high resolution tissue characterization (FLASH)
- Protocols for pediatric examination

C! Multi Channel Application Suite: Body

The Body Suite covers your needs for abdomen, pelvis, MRCP and kidney exams. Siemens unique 2D PACE is an Inline Prospective Motion Correction technique that allows free breathing exams, greatly reducing motion artifacts and eliminating need for belts or leads.

- 1D/2D PACE: Free breathing and multi-breath T2-weighted studies
- 3D TSE RESTORE: Free breathing, cholangio studies (requires optional PMU)
- Single-shot HASTE : MRCP and MR Urography examinations in seconds
- Fat suppressive T1/T2 techniques: Quick FatSat, STIR, FLASH, in-phase and opposed-phase protocols and multi-echo TSE.
- High resolution pelvic imaging (prostate, cervix)
- Parallel Acquisition Technique(PAT) with Body/Spine Array Coils

C! Multi Channel Application Suite: Onco

MR imaging offers many advantages in visualizing metastases: an excellent soft tissue contrast, multi-planar capabilities and the possibility of selectively suppressing

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fat or water. The Onco Suite features sequences, protocols and evaluation tools that allow detailed screening of oncological questions.

- STIR TSE: T2 weighted protocol, sensitive to metastases.
- FLASH In / Opposed-phase: T1 protocol, sensitive to metastases.
- Dynamic imaging protocols for assessment of the kinetic behavior for lesion visualization and characterization.
- Mean Curve: Standard display and analysis of the temporal behavior in selected ROIs. This post-processing capability streamlines ROI definition by allowing use of additional datasets as a guide.

C! Multi Channel Application Suite: Ortho

The Ortho Suite is a comprehensive collection of protocols for joint imaging including the spine. Protocols address a wide array of orthopedic pathologies, including tumors and infections.

- 2D/3D TSE protocols for PD, T1 and T2-weighted contrast with high in-plane resolution and thin slices.
- 3D TSE with variable flip angle and high isotropic resolution optimized for 3D post-processing
- 2D/3D MEDIC, 3D FLASH protocols with water excitation for T2-weighted imaging with high in-plane resolution and thin slices.
- 2D/3D WE FLASH protocols: water excitation for excellent fat suppressed T2/T1 exams
- Susceptibility-insensitive protocols for imaging patients with prostheses.

C! Multi Channel Application Suite: Pediatric

Pediatric parameters vary significantly to adults' due to developing tissues, body size, faster heart rates and inability to comply with breath-hold commands. This suite provides dedicated protocols for pediatric imaging by age groups, with attention to

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pediatric diseases.

- Head protocols optimized by age groups to provide best contrast-to-noise.
- Excellent T1-weighted protocols:
- Optimized TR, TE and flip angles
- MTC pulse for post-contrast T1
- True IR
- Cardiac morphology protocols optimized for smaller FoVs and faster heart rates in congenital heart diseases (CHD).

Imaging Parameters:

- **FoV:** 5- 400 mm
- **In-plane resolution:** Max. 0.033 mm
- **Fat suppressive techniques** include Water Excitation, Inversion Recovery, and Dixon method.
- **Gradient Motion Rephasing** (GMR) techniques reduce flow-related artifacts
- **Variable readout bandwidths** in multi-echo sequences and optimized RF pulses in Spin Echo sequences improve the signal-to-noise ratio.
- **Half-Fourier** techniques reduce the scan time (to about half), while maintaining the same spatial resolution.
- **Rectangular FoVs** :from 10% to 100% in steps of 1%. Scan times are reduced via the number of phase encoding steps, while maintaining the same in-plane resolution.
- **2D /3D in-plane interpolation** for higher matrix visualization (e.g. interpolation of base resolution 128/256 and 256/512).
- **3D slice interpolation** for calculation of thinner slices within shorter scan times
- **Fast, interactive 3D post-processing:** MPR, MIP, MinIP and SSD:
- **MPR** (Multiplanar Reconstruction) A post-processing program for reconstruction of

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reformatted cuts from 3D data Slice thicknesses and distances are freely selectable. MPR allows real-time reconstruction of orthogonal, oblique, double oblique, and a curved cut. Single cuts, as well as series of parallel, planar or rotated cuts can be calculated interactively. The displayed results can be filmed directly and easily stored in the patient database.

- **MIP and MinIP** (Maximum/Minimum Intensity Projection) are powerful post-processing programs for real-time reconstruction and display of vascular information from 2D or 3D MRA data sets.
- Calculate any arbitrary perspective, with free definition of angular increments.
- Freehand MIP allows user to freely select vascular ROI, to prevent overlapping in the projections.
- Reconstructions can be performed interactively.
- Parallel curved MPR cuts along anatomical contours for comprehensive views of the ROIs.
- **SSD** (Shaded Surface Display) provides three dimensional display of surfaces, e.g. vessels. The displayed results can be filmed directly and easily stored in the patient database.

Other Standard System Features:

- Phoenix: drag and drop to rescan
- Computer-generated voice commands
- Annotations and 2D evaluation in 3D
- Structured report viewer and editor
- Printing of protocols
- Position marker in viewer

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- Export files to CD
- DICOM 3.0:
- Send/Receive, Query/Retrieve, Basic Print, Worklist, Storage Commitment, Body Part Examined
- DICOM viewer on CD

1	08856861	Multi RF Channel Booster #C	
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Two additional RF receivers expand imaging capabilities; S/N up to 30% more and larger anatomical coverage longitudinally. Compatible with all coils with 4 coil elements.

1	08856812	Extremity Array Coil, large #C	
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Phased array receive coil with excellent signal-to-noise ratio for high resolution imaging of the lower extremities. The coils are integrated in a table top cushion and thus allow comfortable positioning of both legs. The upper part of the coil can be removed for easy patient positioning and has an opening for examinations of the ankle joints of tall patients. By moving the study object into the center of the magnet, optimal magnet homogeneity will be utilized. The length of the array coils allows exams distant from the joint.

The lower parts of the body array coil, head/neck array coil and extremity coil can stay on the table while imaging with the Extremity array, reducing coil handling times. The coil can be used as 4 channel array coil when choosing the option "Multi RF Channel Booster"

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providing considerably higher CNR and larger anatomical coverage longitudinally.

Delivery presumably starts 4th quarter 2004.

1	08856853	Body/Spine Array Coil, medium #C	
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iPAT compatible receive array coil with excellent signal/noise ratio for high resolution imaging of the abdomen, pelvis, thighs, thoracic and lumbar spine.

The removable upper part of the array coil has internal dimensions of 360x255 mm and yields high S/N values. The selected region can always be positioned at the isocenter of homogeneity, providing optimal preconditions for high resolution studies of the entire body. The lower part is used also for all other body array coils.

The coil can be used as 4-channel array coil when choosing the option "Multi RF Channel Booster" providing considerably higher CNR and larger anatomical coverage longitudinally.

1	08856879	Body/Spine Array Coil, XL #C	
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Receive array coil with excellent signal/noise ratio for high resolution imaging of the abdomen, pelvis, thighs, thoracic and lumbar spine.

The removable upper part of the array coil has internal dimensions of 500x305 mm and yields high S/N values. The selected region can always be positioned at the isocenter of homogeneity, providing optimal preconditions for high resolution studies of the entire body.

The lower part is used also for all other body array coils.

The coil can be used as 4 channel array coil when choosing the option "Multi RF Channel

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Booster" providing considerably higher CNR and larger anatomical coverage longitudinally.

Delivery presumably starts 4th quarter 2004.

1	08856903	MP2 Coil Set, small #C	
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The MP2 coil kit contains two semi-flexible ring coils (MP 16 and MP 21), an adapter, cushions and phantom holders. The coils accommodates neck and peripheral joints with a maximum circumference of 20" (MP 16) or 26" (MP 21). The MP Coils may also be used for MR-Guided procedures or kinematic studies.

1	08856937	Body/Spine Array Coil, XXL #C	
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iPAT compatible flexible receive array coil with excellent signal/noise ratio for high resolution imaging of the entire trunk region including the spine.

The coil can be put onto the patient in sitting or standing position easing up coil handling. The coil circumference permits imaging of patients with a waist size of up to 69 inch. The selected region can always be positioned at the isocenter of homogeneity, providing optimal preconditions for high resolution studies of the entire body.

1	08857778	PC Keyboard US english #C	
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The keys of the numerical key panel are assigned to syngo-specific functions and labelled with the corresponding syngo icons. The keyboard supports the country specific special characters.

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1	08856952	EFI 4 #C	

These interferences can be caused by power lines, motors and moving ferromagnetic components near the examination room. The external field interferences are measured, and control signals for compensation are coupled back into the system control thus retaining the homogeneity of the static magnetic field and securing constant high image quality.

1	08856960	EFI 4 sensor, 1-axis #C	
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Field probe for detection of external field interferences above the values permitted for the MR system.

MR Console Tables and Containers

1	07275907	Table syngo 1,2m	
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Table suited for MR Main Console MRC and MR Satellite Console. MRSC based on syngo Hardware especially designed in friendly tones that match the Siemens MAGNETOM and SOMATOM color schemes.

- * Width 120 cm
- * Depth 80 cm
- * Height 71 cm (adjustable by 3 cm)

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST

MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

RELEVANT Items for System Quote #6WA-B6U

Qty	Part #	Description	Extended Net Price
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1	07090207	Office Container syngo, 45cm	
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45 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD-R,CD-ROM).

Especially designed in friendly tones that match the Siemens MAGNETOM and SOMATOM color schemes.

Height 71 cm suited to the MRC and MRSC console table, for installation in the operator room either directly to the left or right of the MRC or MRSC operator table or separately.

- * Width 45 cm
- * Depth 80 cm
- * Height 71 cm (adjustable by 3 cm)

MAGNETOM C! - Local

1	MR_APPLS_5_2	MR Application Training	
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On-Site - Thirty two (32) hours (not including travel time) of on-site imaging of volunteers (scheduled by the customer) using standard clinical scanning protocols, to familiarize technologists (select up to 2 for training) with the operation of the system within the clinical routine. Also during this week advanced applications such as cardiac imaging, MRA, and Turbo sequences will be discussed.

Follow-up - Sixteen (16) hours (not including travel time) general, on-site follow-up

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RELEVANT Items for System Quote #6WA-B6U

Qty	Part #	Description	Extended Net Price
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applications visit to address open questions and assist in optimizing workflow

Hotline - Supported by Siemens Applications specialists from 8:00 am to 9:00 pm Eastern time, provides quick response to your critical applications questions including those about sequence parameters, patient positioning, artifact reduction, and post-processing, etc for the warranty period.

1	MR_STD_RIG_INST	MR Standard Rigging and Installation
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MR Standard Rigging and Installation

This quotation includes standard rigging and installation of your new MAGNETOM system

Freight & Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.)

It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents

Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer.

All other “out of scope” charges (not covered by the standard rigging and installation) will be

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Qty	Part #	Description	Extended Net Price
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identified during the site assessment and remain the responsibility of the Customer.

1	MR_SYNGO	Basic syngo training (2 tech)	
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Training for two (2) technologists to attend Siemens-sponsored four (4) day course introducing the user interface of the common syngo platform and instructions on building protocols. A minimum of one (1) technologist is required to participate prior to on-site Application Training. Software functions are demonstrated in class and in hands-on laboratory sessions. Includes registration, tuition, lunch, and course materials. *

*NOTE: Expenses for travel, lodging, other meals and other expenses are not included and are the responsibility of the attendee.

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PROPOSAL REFERENCE

Proposal: 6WA-B5C Date: 3/30/2005

Contract Total: \$750,305

FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Purchaser's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars F.O.B. Shipping Point, and include standard and customary packaging. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in

accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1 1/4% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Failure of Purchaser to Pay. At Seller's election upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Purchaser shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written

assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss, Title. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

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10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 **General.** Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 **Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 **Trade Unions.** If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 **Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 **Regulatory Reporting.** In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.

12.6 **Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 **Infringement by Seller.** Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

- Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.
- Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 **Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).
06/03 Rev.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule:

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"**Licensor**" shall mean Siemens Medical Solutions USA, Inc. "Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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Revised 9-23-04

Siemens Medical Solutions USA, Inc.

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Health Services Corporation

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Ultrasound Division

MR Warranty Information

<u>Product</u>	<u>Period of Warranty 1)</u>	<u>Coverage</u>
MR System	12 month	Full Warranty (parts & labor)

Excluding items listed below:

Consumables	Not covered
-------------	-------------

Post-Warranty Coverage (after expiration of system warranty)

Coverage for the following items that are purchased by a customer after the expiration of the 12 month warranty period shall include a parts only warranty for the period indicated below:

Magnet Parts/Components	12 month	Parts only
Other Spare Parts	6 month	Parts only

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet

Maintenance Agreement attached to the Service Agreement.

1) Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

SIEMENS

Tolland mammo
Quote

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MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST
MANCHESTER, CT 06040

PROPOSAL REFERENCE
Proposal: 6WA-CL1 Date: 3/30/2005
Siemens' REPRESENTATIVE
Michael Yohe

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.

200 Wheeler Rd, 3rd Floor

Burlington, MA 01803

Phone: (781) 203-6000

Fax: (781) 203-6025

INQUIRIES REGARDING THIS
PROPOSAL SHOULD REFER TO
SYSTEM QUOTE # AND BE
DIRECTED TO THE LOCAL SALES
OFFICE

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

BY: _____ (signature)

NAME: Michael Yohe

NAME: _____

TITLE: Siemens' REPRESENTATIVE

TITLE: _____

DATE: 3/30/2005

DATE: _____

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PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-CMI	MAMMOMAT Novation DR	1	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		<u>MAMMOMAT Novation DR</u>	
1	04497801	MAMMOMAT Novation DR	

The aSe detector is a direct digital full-field detector which directly converts the incident radiation into electrical signals, thus ensuring high image quality with regard to the signal-to-noise ratio and contrast resolution.

The optimized compression plate allows easy and central positioning of the breast on the detector. The entire breast and a large part of the axillary muscle are displayed.

The control panel can be integrated on the radiation shield or attached to a wall or a table. It shows all relevant exposure parameters and messages.

Swivel arm system consisting of X-ray tube unit, compression device and detector.

65 cm SID for high geometric resolution and best possible patient access during positioning.

Motorized, isocentric rotation (+135° to -180°) with preselectable angles. The detector remains at a constant height while the swivel arm rotates between projections.

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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Motorized height adjustment of the swivel arm system from 65 cm to 135 cm above the floor for frontal and lateral projections.

Digital display at the bottom of the stand base showing the compression force, compression thickness and rotating angle.

LED's indicate optimized compression and system readiness for exposure.

Compression system for automatic or manual compression.

OPCOMP microprocessor-controlled automatic compression device for optimized compression force and excellent image quality.

Footswitch control for motorized compression and OPCOMP. Automatic compression with preselectable compression force from 3 to 20 kg (200 N). The OPCOMP automatic compression device can be overridden with the footswitch or by manual control.

Positioning/collimator light is switched on when the footswitch is actuated.

Automatic positioning of the collimator to X-ray field sizes depending on the compression plate used.

Dedicated high-output mammography X-ray tube with a molybdenum/tungsten (Mo/W) rotating anode and four focal spots 0.1 / 0.3 (star pattern test). Anode heat storage capacity of 162 000 HU. Total heat storage capacity of tube assembly 1 500 000 HU.

Two filter materials Molybdenum and Rhodium for three different anode/filter combinations (Mo/Mo, Mo/Rh, W/Rh) to produce high energy spectrums for penetration of dense breasts,

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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optimized for all breast tissue types.

Heel-effect compensating molybdenum/rhodium filter.

OPDOSE automatic system for optimized image quality at the lowest possible dose. Automatic selection of the best combination of k-edge filter and kV value for each individual breast. Depending on the compression thickness, 4 settings can be selected. All program parameters can, however, be changed by the user.

With the help of the pre-exposure-controlled automatic exposure control (AEC) the image parameters are set automatically in the detector. Manual setting of kV, anode/filter combination and dose is possible.

Dose calculation system. The SW calculates the patient dose (glandular dose) for each exposure. The dose value is displayed in mGy at the control console and sent to the acquisition workstation.

Automatic selection of small focal spot for magnification.

CE marked according to Medical Device Directive (93/42/EEC).

Power requirements: 208 - 400 V AC, single or two-phase connection

1	04498080	Workstation DR with TFT mon.	
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Acquisition workstation:

The *syngo* speaking FFDM image acquisition station provides an immediate preview and

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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fast quality monitoring of FFDM images. 45 seconds after the detector information has been read, the image is displayed on the monitor. The user thus has the possibility to check the patient position and general image quality before the image is transferred to a reporting station or printer.

Workflow

Before the exposure, the demographic data of the patient are acquired either directly from the RIS via DICOM Modality Worklist or manually at the acquisition workstation. The patient is positioned according to the selected type of examination and radiation is released at the control console.

The raw data image is automatically transferred to the image acquisition station where it can be processed and viewed.

After it has been reviewed and confirmed, the image can either be sent to a PACS system or printed in a standard DICOM format.

Note:

A color flat screen must not be used for diagnostic purposes.

Software

The syngo software offers a wide range of functions covering all processes necessary for a complete examination. All functions can be controlled via logically structured menus and activated using the mouse. The standard system provides the following functions:

Image display:

- Freely selectable screen layout
- Window settings (contrast and brightness setting)
- Magnification, stepped and dynamic zoom

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		- Image inversion (black/white)	
		Annotation:	
		- Left/right marking	
		- Text additions	
		- Lines	
		- Rectangles and circles	
		Measurements:	
		- Distance	
		- Angle	
		- Density	
		Image evaluation:	
		- Contrast enhancement (with table))	
		- Display of histogram	
		- Length measurements	
		- Before/after comparison	
		- Filter	
		Administration:	
		- The demographic patient data can either be retrieved directly from a HIS/RIS system via DICOM Modality Worklist (optional) or entered manually.	
		- Retrieval of images from hard disk or PACS	
		- User identification by password	
		- Archived studies in the local archive or PACS	
		- Printing of images on DICOM-compatible printers	

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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- Autorouting for automatic image distribution to predefined destinations

The following DICOM classes are supported:

- DICOM Secondary Capture (SC) - SCU, SCP
- DICOM Digital X-ray (DX) - SCU, SCP
- DICOM Mammography (MG) - SCU, SCP
- DICOM Query/Retrieve - SCU, SCP
- DICOM Basic Print - SCU
- DICOM Modality Worklist - SCU
- DICOM Modality Performed Procedure Step - SCU
- DICOM Storage Commitment - SCU

Hardware

The syngo speaking FFDM image acquisition station consists of:

- PC with Pentium IV processor, 2.6 GHz
- 2 GB memory
- 140 GB hard disk, capacity ~ 2800 images
- CD RW Plextor
- Fast Ethernet network interface 100 Mbit/s

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		- 18" TFT LCD color monitor 1280 x 1024 pixels	
		Power requirement of the workstation: 100 - 240 V AC, single-phase connection. CE marked according to Medical Device Directive (93/42/EEC).	
1	04498072	Keyboard kit DR, USA	
1	04497819	Warranty flat rate detector	
1	04494352	Radiation prot. panel Pb 0.3mm	
		Free-standing radiation shield consisting of a holder and lead glass with Pb equivalent of 0.3 mm	
1	14402158	Compression plate 18x24 cm I, DR	
1	14402160	Compression plate 24x30 cm I, DR	
1	14402164	Detail compression plate DR,	

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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1	04497876	Enlargement add-on 1.5 and 1.8	
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1	14402165	Compression plates kit 1,5#	
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Automatic format change of the collimator to a radiation field of 18 x 23 cm or 14 x 14 cm

1	14402166	Compression plates kit 1,8#	
---	----------	-----------------------------	--

Automatic format change of the collimator to a radiation field of 18 x 23 cm or 16 x 16 cm

1	04460023	Mammo Report Plus	
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MammoReport Plus, MR+, is a dedicated reporting station for mammography. The high-end softcopy reading workstation is a cornerstone in the daily clinical mammography workflow. Both SW and HW are designed to provide the user with optimized workflow and image quality. A specially developed keypad, which can be configured individually by each user, allows the user to work faster. The intuitive user interface makes the system easy to learn and use.

The MammoReport Plus hardware consists of:

PC hardware

- Bus slots: 4 PCI slots for full-length PCI
- 1 AGP 4x slot for graphics adapter
- Processor: Dual Xeon 3.06 GHz

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		- RAM: 4 GB DDR SDRAM	
		- Network adapter: Ethernet 100/1000MBit	
		- Diskette drive: 1x 1.44 MB diskette drive	
		- Drive bays: 5x 3.5" internal, 1x 5.25" external	
		- Hard disk: 1x 36 GB Ultra 320 SCSI (application software), 1x 147 GB Ultra 320 SCSI (image storage)	
		- Hard disk, optional: 1x 147 GB Ultra 320 SCSI (image storage)	
		- Hard disk controller: Dual-channel Ultra 320 SCSI	
		- CD:1 bootable CD/RW drive	
		Further hardware components	
		SIMOMED 5 MP monitor:	
		- 2x2.5K 54 cm high-contrast monitors in portrait format for images and text	
		- Format: 2560 x 2048 pixels (5MP)	
		- Pixel size 150 µm	
		- Superb brightness (600 cd/m2)	
		- Automatic contrast control	
		Special mammography keypad	

Note: Version of MammoReport Plus does not support MOD drive.

MammoReport Plus SW consists of:

Software version VA 20

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Siemens Medical Solutions USA, Inc.

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Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST
MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		Supported DICOM functionalities:	
		- DICOM Secondary Capture (SC) as SCP	
		- DICOM Computed radiography (CR) as SCP (Service Class Provider)	
		- DICOM New Ultrasound (US) as SCP	
		- DICOM MR as SCP	
		- DICOM Mammography (MG) as SCP	
		- DICOM Query/Retrieve as SCU	
		- DICOM Print as SCU	
		- DICOM Echo as SCU and SCP	
		Image presentation:	
		- Default configuration for „intelligent image management“ for easier and more convenient image viewing	
		- Intuitive graphical user interface, operation via syngo icons	
		- Free composition of screen layout	
		- Automatic screen layouts for the different image projections	
		- User-specific configuration of image display (Dorsal and Ventral Hanging)	
		Advanced Hanging for other modalities such as MR, US	
		- Direct scrolling function: +/- Study, +/- Page, +/- Image	
		- Brightness and contrast control via mouse	
		- Image annotation using free text and/or Bi-rads definitions	



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PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		Reporting tools:	
		- Independent report assesment for left + right mamma	
		- Hardcopy printout of complete report incl. image annotation	
		- Support of double reading process	
		Image manipulation:	
		- Distance measurement	
		- Magnifying glass for displaying details in several images	
		- Image rotation and flipping	
		- Image inversion	
		- Inversion of the image information in the magnifying glass	
		Administration:	
		- User identification by password	
		- Configurable user profiles, access rights	
		- Automatic deletion of image data acc. to available disk space	
		- On-line Help	
1	04497942	Flatrate usage rent SW Mam.Rep.Plus	

Annual software maintenance cost.

Includes the relevant software updates.

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PROPOSAL REFERENCE

Proposal: 6WA-CL1 Date: 3/30/2005

RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
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1	04498395	SW:Rep. Assessment acc.to Bi-Rads	
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Report assessment according to Bi-rads as defined by ACR NEMA

1	14402180	CAD License	
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This license allows the display of Mammo CAD results to be switched on/off while reviewing mammograms. DICOM CAD SR objects from R2 are supported.

1	04498379	Flat Panel Color 1.2. MP/18"	
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High-resolution, 18" TFT flat screen monitor:

- 1280 x 1024 pixels
- landscape format
- 18"
- for images and text
- diagnostic image quality for MR + ultrasound
(prepared for syngo)

1	04498320	Standard keyboard US	
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Keyboard for entering text and commands in English

MAMMOMAT Novation DR - Local

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
1	INS2500	INSTALLATION, Mnovation DR	
1	INS2501	INSTALLATION, Project Management	
1	000000000014402170	R2 Image Checker D - Basis System	

The powerful ImageChecker D for computer-aided detection (CAD) customized for Siemens' Novation-DR full-field digital mammography detector. The system includes one port license for a single Siemens detector. Includes:

- R2 ImageChecker D Mammography CAD Processor
- R2's patented algorithm customized for Siemens FFDM systems
- Standard PC hardware

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RELEVANT Items for System Quote #6WA-CMI

Qty	Part #	Description	Extended Net Price
		Choice of CAD output formats:	
		- DICOM Mammography CAD SR	
		- DICOM Mammography CAD SC, an R2 exclusive DICOM	
		Secondary Capture image format	
		- Paper printout	

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PROPOSAL REFERENCE
Proposal: 6WA-CL1 Date: 3/30/2005

Contract Total:

\$516,588

FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller.

Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Purchaser's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars F.O.B. Shipping Point, and include standard and customary packaging. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in

accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Failure of Purchaser to Pay. At Seller's election upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Purchaser shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written

assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss, Title. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

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10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

- Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.
- Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).
06/03 Rev.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule:

"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

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51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

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Terms and Conditions of Sale**

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Revised 9-23-04

Siemens Medical Solutions USA, Inc.

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Ultrasound Division

SP Warranty Information

<u>Product</u>	<u>Period of Warranty¹</u>	<u>Coverage</u>
X-Ray System	12 month	Full Warranty (parts & labor)

Excluding items listed below:

Image Intensifier Tubes (Sirecon, Optilux)	First 12 month Month 13 through 24	Prorated credit given to customer against replacement cost parts only	Credit percentage = 100 – (month in use) *100/24 month
General Diagnostic tubes (Opti tubes, Optitop tubes)	12 month		
Mammography tubes (P40/49)	12 month		
Single tank x-ray tubes Polyphos, Mobilett (P125 – P135)	12 month		
All other tubes & Control Triodes for Generators	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = 100 – (100 * month in use / 12 month)
Single tank x-ray tubes Sirephos (SR)	Full credit up to a maximum of 40,000 SLU2 or 12 month whichever occurs first		
Single tank x-ray tubes Powerphos	Prorated to a maximum of 80,000 SLU2 or 12 month whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = 100 – (100 * SLU used / 80,000)
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month		
Shockwave head (Standard)	150,000 LS		

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Shockwave head C	300,000 LS
Shock generator and spark- gap module	400,000 LS
Shockwave module and ultrasound probe included in shockwave system	300,000 LS
Shock Head, C Plus system	1,500,000 LS or
Part# 16 11 008	12 month whichever occurs first
Charging energy unit	2,000,000 LS or
Part# 11 58 000	12 month whichever occurs first
Consumables	Not covered

Post-Warranty (after expiration of system warranty)

Excluded items above	Like described above but parts only	Like described above but parts only	Like described above but parts only
Spare parts	6 months	Parts only	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

1Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

2 SLU: Siemens Load Unit (1 exposure or 2 seconds cine DPM or 15 seconds DPF)

SIEMENS

Tolland Xray
Quote

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MANCHESTER MEMORIAL HOSPITAL

71 HAYNES ST
MANCHESTER, CT 06040

PROPOSAL REFERENCE

Proposal: 6WA-BO3 Date: 3/30/2005

Siemens' REPRESENTATIVE

Michael Yohe

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000 Fax: (781) 203-6025

INQUIRIES REGARDING THIS
PROPOSAL SHOULD REFER TO
SYSTEM QUOTE # AND BE
DIRECTED TO THE LOCAL SALES
OFFICE

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

BY: _____ (signature)

NAME: Michael Yohe

NAME: _____

TITLE: Siemens' REPRESENTATIVE

TITLE: _____

DATE: 3/30/2005

DATE: _____

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PROPOSAL REFERENCE

Proposal: 6WA-BO3 Date: 3/30/2005

<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
6WA-BPM	AXIOM MULTIX M	1	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
		<u>AXIOM MULTIX M</u>	
1	04499302	AXIOM Multix MT	

AXIOM MULTIX MT is a universal digital radiographic workplace with detector tray for digital acquisitions with a flat panel detector.

It is especially suited for all exposures of skeletal radiography of the recumbent and seated patient:

- Orthopedic diagnostics
- Trauma, General and ER diagnostics
- Thorax diagnostics
- Bedside exposures

Patients up to 75 inches/190 cm in height can be radiographed from head to toe without repositioning.

The system as a universal radiographic workplace is mostly used in offices or X-ray departments of hospitals with a high patient throughput and standardized

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Proposal: 6WA-BO3 Date: 3/30/2005

RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
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radiographic exposure technology.

System configuration

AXIOM Multix MT in its basic configuration consists of a floor-mounted patient table with motorized height adjustment, floating tabletop and a detector tray with flat panel detector and image workstation as well as a ceiling-mounted tube assembly support movable in all three spatial axes, with tube assembly and collimator.

Patient table

The ceiling-mounted tube assembly support allows free access to the patient table and the patient from all sides.

- Height adjustment of the patient table by 12 inches (± 0.2)/29 cm (± 0.5), between 23.5 inches/59.8 cm and 35 inches/88.8 cm.

Patient positioning tabletop:

The floating patient positioning tabletop symmetrically positioned on the foot of the patient positioning table can be moved transversely to the patient by ± 5.5 inches/ ± 14 cm and in longitudinal direction by ± 19 inches/ ± 48 cm.

- Patient positioning tabletop with smooth accessory rails and permanent brakes released electromagnetically: 31.5 inches/80 cm wide and 95 inches/240 cm long, made of composite material with a radiation absorption of ≈ 0.6 mm Al.
- Patient positioning tabletop load: 500 lbs./227 kg in defined normal position.

Detector tray:

The detector tray positioned symmetrically underneath the patient positioning tabletop has a longitudinal travel range of 60 cm (± 2 cm): 30 cm in foot direction, 30 cm in head direction.

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
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The flat panel detector can be inserted both from the front and the back side of the patient positioning table.

The detector tray includes:

- A device for symmetric positioning of the flat panel detector.
- IONTOMAT three-field chamber for automatic exposure selection.
- Table - detector distance ==2.3 inches/==5.8 cm.
- A transparent grid: Pb 15/80 (grid ratio 15:1, 80 lines/cm). Grid focussing for source – detector distance 45 inches/115 cm (from 39 inches/100 cm to 53 inches/136 cm). For pediatric exams the grid can be removed from the beam projection.

Image system/workstation

High-resolution digital imaging system for image calculation and image display on a 15" touchscreen control display with DICOM connectivity.

Patient and study management:

- Option: transfer of patient list and examinations from the HIS/RIS patient management system (DICOM worklist/MPPS, Modality Performed Procedure Step).
- Automatic and manual patient registration.
- Patient, study and image data management.

Acquisition and post-processing:

- Selection and post-processing of organ programs.
- Selection of generator parameters, parameterization of the image pre-processing (intensification, edge enhancement and LUT).
- Display of image markers (L/R, a.p./p.a.).

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
		<ul style="list-style-type: none"> - Image processing functions: rotation, inversion, zoom, windowing, filtration, adding of annotations. 	
		Image documentation and archival:	
		<ul style="list-style-type: none"> - Sending images into the network (DICOM Send). - Automatic and manual filming (DICOM Print). - Automatic data distribution configurable by the user. 	
		Flat panel detector	
		Mobile flat panel detector with active image size of 35cm x 43 cm for horizontal or vertical positioning in the detector tray of the examination system from the front or back side of the patient positioning table, for free positioning for on-table or bedside exposures as well as left-sided or right-sided insertion into the detector tray of an optional Bucky wall unit.	
		<ul style="list-style-type: none"> - Flat panel detector for image acquisition: Canon CXDI-50G. - Semi-conductor material: amorphous silicon (a-Si). - Scintillator: gadoliniumoxisulfide (Gd2O2S). - Matrix size: 2,688 x 2,208 (5.9 million pixels). - Pixel size: 160 µm (6.25 pixels/mm). - Acquisition depth: original data 14 bit (image data depth 12 bit, 4,096 gray scales). - Dimensions: 23 mm x 491 mm x 477 mm (H x W x L). 	
		Control elements at the patient positioning table:	
		<ul style="list-style-type: none"> - Height adjustment, release and locking of the floating tabletop is done via vertically arranged foot kick switches that can be customized at the time of installation by service staff. This helps to prevent accidental operation by patients or accompanying 	

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
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persons.

- EMERGENCY STOP at the front side of the patient positioning table with optical display.

Option:

- Manual switch at the accessory rails of the patient positioning tabletop to release brakes in longitudinal and/or in transverse direction and to operate table lift.
- Foot-operated switch for height adjustment
- Foot-operated switch for longitudinal and transverse tabletop movement
- Collision protection.
With collision protection the travel range in longitudinal direction is 23 inches (± 0.8)/58 cm (± 2 cm); in foot direction 12 inches/30 cm, in head direction 11 inches/28 cm.

Accessories

included in scope of delivery:

- Two handgrips for insertion into the accessory rails of the patient positioning tabletop.
- Detector holder for lateral on-table acquisitions.

optional:

- Compression belt.

Tube assembly support

Ceiling-mounted tube assembly support, adjustable in three spatial axes, with tube assembly and collimator for vertical, oblique, horizontal and lateral acquisitions.

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Qty	Part #	Description	Extended Net Price
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- Travel range of the tube assembly support in patient longitudinal axis 140 inches/354 cm and 87 inches/222 cm transverse (option 127 inches/322 cm). Support with freely positionable locks, e.g. center position locks.
- Longitudinal and transverse adjustments of the tube assembly support can be done manually.
- Vertical lift of the tube assembly - collimator unit 60 inches/150 cm.
- Focus-ceiling distance min. 35 inches (87.4 cm).

The tube assembly with collimator swivels manually around the vertical axis of the tube support, e.g. for free bedside exposures, and is rotatable around the horizontal axis of the tube support arm for oblique and lateral acquisitions or acquisitions on a Bucky wall unit (option):

- Between +154° and -182° around the vertical axis of the tube assembly support. Lock-in positions at 0°, ±90°, and -180°.
- ±120° around the horizontal axis of the tube support arm. Lock-in positions at 0° and ±90°.

Collimator:

Rectangular collimation with full field and laser line light localizer for optical display of the collimated exposure format.

- Exposure format collimation can be manually adjusted at the collimator by means of two turning knobs.
- Collimator rotatable by ±50° around the center beam axis, e.g. for correct positioning of objects.
- To improve radiation quality through dose reduction of the soft radiation parts, Cu filters (0.1 mm Cu; 0.2 mm Cu and 0.3 mm Cu) can be inserted into the primary beam projection.
- Option:

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MANCHESTER, CT 06040

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
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A measuring chamber for the dose area product can be inserted into the accessory rails of the collimator.

Controls and displays at the tube assembly support:

- Longitudinal and transverse adjustments of the tube assembly position can be done manually with handgrips symmetrically attached at the tube assembly.
- The tube assembly with collimator can also be brought into the desired exposure position with these handgrips.

The following functions can be adjusted manually at the collimator:

- Switch-on of full field and laser line light localizer for optical display of the collimated exposure format. Light localizers with timer.
- Manual rectangular collimation of the radiation field.
- Insertion of Cu prefilters into the beam projection.

Optional accessories for the collimator:

- For density compensation for acquisitions in the areas of the pelvis, foot, shoulder, thoracic spine, lumbar spine or the skull, homogenizing filters can be inserted into the accessory rails of the collimator if required.

Note concerning DICOM interface(s)

For diagnostic purposes, hardcopy cameras/laser printers explicitly approved for this system may be used only.

The description in the „DICOM Conformance Statement“, which can be downloaded from the internet (<http://www.siemensmedical.com>) is binding for the functionality of the DICOM interface(s) exclusively.

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Functionalities across system borders with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. Such validation can be performed on a time and material basis, if desired.

A potential change of interface is not part of the offer; e.g. in the rare case that existing configurations are not sufficient.

With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.

1	04421553	Carriage 3 M	
1	04413428	Longitudinal-rails # 3D-T	
1	04499336	Vertex MT	

The VERTIX MT Bucky wall unit is a floor-mounted, stand-alone or wall-mountable grid acquisition system with a height-adjustable and tiltable detector tray as digital image acquisition system. The mobile detector can be inserted into the detector tray from the right or left side.

It is especially suited for all acquisitions of skeletal radiography of the standing and seated patient:

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
		<ul style="list-style-type: none"> - Orthopedic diagnostics. - Thorax and general diagnostics. - Trauma and ER diagnostics 	

With this Bucky wall unit more profound diagnostic requirements for acquisitions of thorax (lungs), abdomen, pelvis, spine, skull and extremities are met.

System Configuration

The basic configuration VERTIX MT consists of a radiography system with a vertically positioned and tiltable detector tray for horizontal, oblique or lateral patient acquisitions.

The additional tilting range of the detector tray extends the diagnostically relevant acquisition projections.

- Vertical height adjustment of the counter-balanced, easily movable detector tray.
Detector center movable approx. 17 inches/44 cm to 71 inches/180 cm above floor:
for horizontal format 19 inches/47 cm to 74 inches/188 cm for vertical format
17 inches/44 cm to 72 inches/184 cm
- Tilting range between 0° and +90°, and up to -20° continuously around the horizontal axis; lock-in position at 0°.

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Option

- Servo tracking: When servo tracking is selected, the ceiling support automatically follows the height adjustment of the detector tray. Prerequisite: Basic system AXIOM Multix MT ACSS-N/ AXIOM Multix MT ACSS-N/P (with automatic format collimation ACSS and servo tracking).

Detector tray

The single-hand operation (from the left or the right side) detector tray includes a IONTOMAT three-field chamber for automatic exposure control (incl. three-field templates) and a device for symmetric positioning of the flat panel detector.

- Front plate detector distance ?2.17 inches/?55 mm.
Radiation absorption of the front plate ?0.55 mm Al.
- A moving, exchangeable transparent grid for scattered radiation reduction; Pb 13/70. Optionally for SID 45 inches/115 cm and/or 59 inches/150 cm and/or 7 1 inches/180 cm. For pediatric acquisitions the grid can also be removed from the beam projection. Grid: see further down in the offer

Optional accessories

- Overhead handle swivable around horizontal axis for optimum positioning of patient

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Qty	Part #	Description	Extended Net Price
		for lateral exposures.	
		- Lateral patient handles for optimum positioning of patient, e.g. during PA thorax exposures.	
		- Babix holders and covers for infant exposures.	
		Compression belt to secure patient.	
1	04499369	Transparent grid Pb 15/80, F180	
		Exchangeable highly selective transparent grid: Pb 15/80 (slot ratio 15:1, 80 lines /cm) for SID 71 inches/180 cm (from 57 inches/145 cm to 93 inches/237 cm).	
1	04490228	PL IT 80 KW + tube assy. # MX P.T.	
		High-frequency X-ray generator with multipulse voltage waveform in 100 kHz technology for diagnostic acquisition procedures at workplaces without FL function.	
		* Multi-processor system for organ programs.	
		* Free selection of radiographic parameters.	
		* Electronic generator control during exposure.	
		* Integrated automatic exposure control.	
		Generator control console for table and wall design for free and optionally programmed acquisition technique.	
		Power output	
		80 kW at 100 kV acc. to IEC 601-2-7.	
		* max. 800 mA at 60 kV	
		800 mA at 100 kV	
		640 mA at 125 kV	

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Qty	Part #	Description	Extended Net Price
		533 mA at 150 kV	
		mAs product from 0.5 mAs to 800 mAs, adjustable in 33 increments (in whole exposure points) or in 65 increments (in half exposure points).	
		Tube voltage between 40 kV and 150 kV, adjustable in 25 increments (in whole exposure points) or 49 (in half exposure points).	
		Acquisition technology Automatic acquisition technology with IONTOMAT PL. 1-point-technique with continuously falling load (mAs display for 1-point-technique). 2-point technique with constant load. 3-point technique with constant load (with touchscreen control console only).	
		Tomography 5 tomographic time/angle combinations.	
		Acquisition times 1-point technique: 1 ms to 5 s with mAs display. 2-point technique: 3 ms to 5 s depending on mAs and kV. 3-point technique: 20 ms to 5 s depending on mAs and kV.	
		Workplaces max. 4: exposure table, Bucky wall unit, tomography and free acquisition. A dual focus X-ray tube assembly can be connected.	
		Tube load computer with acoustic alarm and interval display.	
		Tube assembly OPTITOP 150/40/80 HC-100: dual focus rotating anode tube with compound anode (rhenium-tungsten, molybdenum, graphite), with high heat storage capacity and high load capacity for small focal spots. Integrated thermal monitoring device and overpressure security device in the X-ray protection housing. Tube assembly unit consisting of protection housing and X-ray tube for 150 kV	

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Qty	Part #	Description	Extended Net Price
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nominal voltage.

Nominal power (focal spot nominal values acc. to IEC 336)

* 40 kW: small focus 0.6

* 80 kW: large focus 1.0

* Anode speed =8,500 r/min, anode angle 12°.

* Overall filtration (IEC 601-1-3) 2.5 mm Al.

1	04483736	IT control console	
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Standard generator control console with membrane keyboard or selection of the organ programs via buttons.

1	04434283	Keyboard English	
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Keyboard for easy operation of syngo (browser, viewer, filming). There are special keys for windowing, scrolling, printing, marking and network communication.

1	04471103	Generator Pre-transformer 440/480 V	
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Required for voltages of 440V and 480V.

1	04451022	Customer documentation, English	
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AXIOM MULTIX M - Local

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RELEVANT Items for System Quote #6WA-BPM

Qty	Part #	Description	Extended Net Price
1	INS2288	Mechanical Installation MULTIX	
1	APT_AX_MUM_9026	Application Training Multix M	

Complete system includes 4 days of clinical applications including travel time. Application training is to commence during normal business hours. The customer is responsible to make the appropriate provisions for weekend and shift personnel to be available during these hours.

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Contract Total: \$353,928

FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Purchaser's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars F.O.B. Shipping Point, and include standard and customary packaging. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in

accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Failure of Purchaser to Pay. At Seller's election upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Purchaser shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written

assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss, Title. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

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10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

- Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.
- Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).
06/03 Rev.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions
Health Services Corporation

Siemens Medical Solutions
Ultrasound Division

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each control unit or computer on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto.

If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any

computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. WARRANTIES: Licensor warrants that for the warranty period, provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification.

Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

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9. LICENSE TERM AND TERMINATION: The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B. shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii) attempts to assign the Agreement or this Schedule or any rights or obligations hereunder without Licensor's prior written consent, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

**Software License Schedule To The Siemens Medical Solutions USA, Inc.
Terms and Conditions of Sale**

AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. ADDITIONAL PROVISIONS RELATING TO THIRD-PARTY SOFTWARE: If the Software includes software licensed by Licensor from third parties, the following additional provisions shall apply:

(a) If Software is provided by Licensor on separate media and labeled "Recovery Media," Licensee may use the Recovery Media solely to restore or reinstall the Software and/or Documentation originally installed on the Designated Unit.

(b) Licensee is licensed to use the Software to provide only the limited functionality (specific tasks or processes) for which the Designated Unit has been designed and marketed by Licensor. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality, on the Designated Unit. If Licensee uses the Designated Unit to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or uses the Designated Unit to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, Licensee may be required to obtain a Client Access License for the Designated Unit and/or each such workstation or computing device. Licensee should refer to the end user license agreement for its Microsoft Windows Server product for additional information.

(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

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- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

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Revised 9-23-04

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

AX Warranty Information

<u>Product</u>	<u>Period Of Warranty¹</u>	<u>Coverage</u>	
X-Ray System	12 Month	Full Warranty (Parts & Labor)	Includes Flat Panel Detectors

Excluding items listed below:

Image Intensifier Tubes (Sirecon, Optilux)	First 12 Month Month 13 through 24	Prorated credit given to customer against replacement cost	credit percentage = 100-(month in use) * 100/24 month
Flat Panel Detectors	First 12 Month Month 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = 100-(month in use) * 100/36 month
General Diagnostic Tubes (Opti tubes, Optitop tubes)	12 month		
Metal Center tubes Conventional ball bearing Air cooled tubes (Megalix ... CM)	Prorated to a maximum of 35,000 SLU2 or 12 month <i>whichever occurs first</i>	Prorated credit given to customer against replacement cost	credit percentage = 100 - (100 * SLU used / 35,000)
Water cooled tubes (Megalix ... CM ... W)	Prorated to a maximum of 80,000 SLU2 or 12 month <i>whichever occurs first</i>	Prorated credit given to customer against replacement cost	credit percentage = 100 - (100 * SLU used / 80,000)
Liquid metal bearing (Megalix CAT) Standard	Warranty to 80,000 SLU2 or first 12 months <i>whichever occurs first</i> 80,000 to 160,000 or month	Prorated credit given to	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE



Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions	Siemens Medical Solutions
Health Services Corporation	Ultrasound Division

13 through 24 whichever occurs first	customer against replacement cost, parts only	credit percentage = 100 - (100 * (SLU used)/160,000)
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TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month
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Consumables	Not Covered
-------------	-------------

Post Warranty (After expiration of system warranty)

Excluded items above	Like described above, but parts only	Like described above, but parts only	Like described above, but parts only
----------------------	---	---	---

Spare Parts	6 months	Parts Only
-------------	----------	------------

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.



1Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

2 SLU: Siemens Load Unit (1 exposure or 2 seconds cine DPM or 15 seconds DPF)



SIEMENS

medical

RECEIVED

2005 APR -1 PM 12: 58

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

System: **ANTARES ULTRASOUND SYSTEM**

Proposal: **MANCHESTER MEMORIAL HOSPITAL
TOLLAND SITE
MANCHESTER, CT**

From: **Siemens Medical Solution, Ultrasound Division**

SIEMENS

medical

March 30, 2005

MANCHESTER MEMORIAL HOSPITAL
TOLLAND SITE
MANCHESTER, CT

On behalf of Siemens Ultrasound Division, I am pleased to present the following proposal for your consideration:

Sonoline Antares Ultrasound Systems

Description

Sonoline Antares ® Ultrasound System

Quote Reference

See attachment

List Price

\$282,500

Net Price

\$124,000

Total Package

**

**This promotional package pricing expires May 27, 2005

The terms offered are 0% -80%-20%. This is a budgetary quote and expires May 27, 2005.



March 30, 2005

MANCHESTER MEMORIAL HOSPITAL
TOLLAND SITE
MANCHESTER, CT

Sonoline Antares Ultrasound Division

Siemens Ultrasound Division is pleased to provide you with the following quotation:

Description	List Price	Qty.	Extended Price
Antares Ultrasound System	\$175,000	1	\$175,000
NTSC Video Interface	\$0	1	\$0
Universal Modem, Antares	\$0	1	\$0
PH4-1 Transducer	\$20,000	1	\$20,000
Sieclear – Compounding Technology	\$16,000	1	\$16,000
115 Power Supply	\$0	1	\$0
EC 9-4 Transducer	\$17,500	1	\$17,500
Stellar Performance Package, Antares	\$0	1	\$0
Sony UP23 Color Printer	\$5,500	1	\$5,500
Siescape – Extended Field Imaging	\$16,000	1	\$16,000
13L5 Transducer	\$16,000	1	\$16,000
7L3 Transducer	\$15,000	1	\$15,000
SG –1 Needleguide	\$1,500	1	\$1,500
Total List Price			\$282,500
Discount			<u>\$158,500</u>
Total Net Price			\$124,000

TERMS and CONDITIONS

FOB: Factory

Payment Terms: Due Net 30

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any offer made by the Seller identified on the first page hereof to sell products ("Products") to Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Purchaser's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, (c) no representation, warranty or guarantee has been made by Seller, and Purchaser will assert no claim against Seller, with respect thereto, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, and (f) Purchaser will look solely to the manufacturer regarding any problems with the products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars F.O.B. Shipping Point, and include standard and customary packaging. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside or, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Failure of Purchaser to Pay. At Seller's election upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Purchaser shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss, Title. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. All freight charges and other transportation, packing and insurance costs, license fees, customer duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the period set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller. Unless otherwise set forth in the quotation, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Equipment by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Buyer shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Buyer shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS.** This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the State of New Jersey.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

11/01 Rev.

Software License Schedule to the Terms and Conditions of Sale

1. **DEFINITIONS:** The following definitions apply to this Schedule:

"Agreement" shall mean the attached Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules.

"Licensor" shall mean the seller of the Products and/or Services listed on the attached Quotation.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for internal use under the Agreement.

"Software" shall mean (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified in the Agreement on which Software licensed hereunder may be used by Licensee.

2. **SCOPE:** The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except (i) any Software and/or Documentation licensed directly by Licensor's licensor or supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation, and (ii) any Software and/or Documentation referred to under Section 14.3 of the Terms and Conditions of Sale. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement.

3. **SOFTWARE AND DOCUMENTATION LICENSE:** Subject to the payment of the applicable license fee(s), whether stated separately or included in the purchase price of another product, and to the Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each control unit or computer on which the Software is to be used. Licensee may copy the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software and only if Licensee reproduces and includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

4. **PROPRIETARY PROTECTION AND CONFIDENTIALITY:** Except as expressly permitted by this Schedule, Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except as provided by applicable law), or (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee's obligations under this paragraph shall survive any termination of a license or the Agreement.

5. **UPDATES AND REVISIONS:** During the warranty period or under a separate service contract, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor.

6. **DELIVERY, RISK OF LOSS AND TITLE:** Notwithstanding the provisions of Section 6 of the Terms and Conditions of Sale, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of the Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the Terms and Conditions of Sale, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its licensor. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its licensors and suppliers.

7. **LICENSE TRANSFER:** The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. **WARRANTIES:** This paragraph replaces Paragraphs 10.1 and 10.4 of the Terms and Conditions of Sale with respect to Software and Documentation. Licensor warrants that for the warranty period provided by Licensor with respect to the Designated Unit, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet the Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the software and its associated Documentation as well as the results obtained by use thereof.

LICENSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.

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Accepted by: _____
Siemens Representative *Date*
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Fax (800) 932-5667

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Email eileen.brassel@siemens.com

McNeill, Annie

From: Sims, Kate
Sent: Thursday, March 31, 2005 6:24 AM
To: McNeill, Annie
Subject: RE: Tolland Quotes

Annie -

- 1 - .35 is what we want
- 2- Just sent you digital Mammo quote - disregard the analog
- 3- Axiom is a DR Rad room - avoids having CR, Cassettes and plates - annual expenses (just like a digital camera)
4. US just sent to you

Kate

-----Original Message-----

From: McNeill, Annie
Sent: Wednesday, March 30, 2005 1:23 PM
To: Sims, Kate
Subject: Tolland Quotes

Hi Kate-

I've been looking over the quotes for Tolland and have a few questions:

- 1) There are 2 MR quotes, and I wanted to check that the .35T Open unit (Magnetom c!) is the one to use.
- 2) The Mammomat 3000 doesn't appear to be digital (cost is 65K), and I thought we were agreed that digital mammo was needed.
- 3) Is the Axiom Multix MT just x-ray, or does that include something else (at \$354K, I assume it's no ordinary x-ray machine).
- 4) There's no Ultrasound equipment in the batch of quotes that I could see. Scott's note said someone else was working on it, but have you heard any more?

Dennis has directed me to get this out ASAP, so if you could get your answers back to me today or tomorrow, I'd appreciate it.

Thanks!
Annie

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